



August 2, 2010

I-JOBS Board
Iowa Finance Authority
Des Moines, Iowa

Re: Cedar River Trail and Boat Ramp – City Portion of Replacement of the Collapsed
CRANDIC RR Bridge
Funding Verification

Dear I-JOBS Board Members:

This letter is to provide verification on funding and address potential duplication of benefits issues. The required matches have been secured for this project. City Council approved budget of \$50,000 in General Obligation Bonds for fiscal year 2011 (begins July 1, 2010). CRANIC has provided payment in the amount of \$82,300 for their contribution to the underpass project (see attached).

Since there is no other Federal or State funding currently in the project, duplication of benefits should not be an issue. The appropriate City staff has verified this and been notified of the intent to pursue I-JOBS funding.

If you have any questions regarding this project (subject), please feel free to contact our office.

Sincerely,

THE CITY OF CEDAR RAPIDS PUBLIC WORKS DEPARTMENT

A handwritten signature in blue ink, appearing to read "Mike Dufoe".

Mike Dufoe, P.E.
Project Engineer I

MDD/dso

325044

ENG
FIN
TRS
AUD FILE
CRANDIC
325044-00

MDD

RESOLUTION NO. 0484-05-10

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the City Manager and City Clerk are authorized to sign an Agreement with the Cedar Rapids and Iowa City Railway Company (CRANDIC) in the amount of \$82,400 in connection with the CRANDIC Railroad Bridge Over the Cedar River Trail Crossing project (CIP No. 325044).

Passed this 11th day of May, 2010.

Voting: Council member Wieneke moved the adoption of the resolution; seconded by Council member Karr. Adopted, Ayes, Council members Gulick, Karr, Podzimek, Shey, Shields, Swore, Wieneke and Mayor Corbett. Abstain, Council member Vernon.

Ron J. Corbett, Mayor

Attest:

Ann Ollinger, City Clerk

CHECK RECEIVED IN THE AMOUNT OF
\$82,300 ~ DUE TO AN ISSUE WITH A FENCE.

Michael Dufoe

MICHAEL DUFOE, P.E.

AGREEMENT

It is hereby agreed between the City of Cedar Rapids, Iowa (hereinafter referred to as the CITY) and CEDAR RAPIDS AND IOWA CITY RAILWAY COMPANY (hereinafter referred to as CRANDIC), to construct, maintain and utilize a crossing for bicycle and pedestrian traffic at a location along the east bank and below the railroad bridge crossing the Cedar River in Cedar Rapids, Iowa, as shown on the attached Exhibit A.

WHEREAS, CRANDIC has completed a bridge replacement project across the Cedar River at the said location shown in Exhibit A and,

WHEREAS, per the terms and conditions in the Grade Crossing Agreement executed May 4, 1999, CRANDIC requests the CITY relocate the existing at-grade trail crossing to below the bridge as shown in Exhibit A and,

WHEREAS, the CITY has an approved project in the Capital Improvements Program (hereinafter referred to as CIP 325044) for this crossing relocation.

NOW THEREFORE BE IT RESOLVED, the CITY hereby agrees to relocate the existing at-grade crossing as shown in Exhibit A with the CITY'S CIP 325044, subject to the following conditions:

1. The terms and conditions in the Grade Crossing Agreement executed May 4, 1999 shall still apply.
2. CRANDIC agrees to contribute payment of \$82,400 with the execution of this Agreement for participation to CIP 325044.
3. The CITY agrees to provide CRANDIC the opportunity to review plans and specifications for CIP 325044 to offer comments prior to construction. The plans shall be consistent with the concept plan developed by HDR, Inc. as shown in the attached Exhibit A. The design shall take into account a structural review of the piers and abutments of the railroad bridge to ensure the structural integrity is maintained.
4. The CITY agrees to include permanent fence or railing with CIP 325044 parallel to the tracks between the bridge and Park & Ride crossing as shown in the attached Exhibit A. The railing or fence shall be located at least 12-feet from the centerline of the tracks.
5. The City agrees not to plant trees or shrubs between the bridge and the Park & Ride crossing.
6. The City shall maintain any temporary fencing necessary to maintain safety throughout the area until the trail and crossing are restored.
7. The funds contributed by CRANDIC shall also include repairs to the Park & Ride parking lot as deemed necessary by the City and the CRANDIC has fulfilled obligations in regards to use of the site.

Dated this 12th day of May, 2010.

CITY MANAGER:

BY: Casey Drew
Casey Drew, Acting City Manager

Attest:

BY: Ann Ollinger
Ann Ollinger, City Clerk

CEDAR RAPIDS AND IOWA CITY RAILWAY COMPANY:

BY: [Signature]

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Linn ss: Linn

On this 1st day of June, A.D. 2010, before me, the undersigned, a Notary Public in and for said State, personally

appeared Chad Lambi

X To me personally known

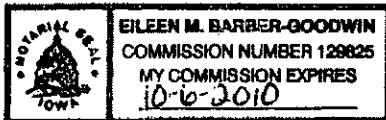
Or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

Eileen M. Barber-Goodwin (Sign Name)

Eileen M. Barber-Goodwin (Print Name)

Notary Public in and for the State of

(SEAL)



CAPACITY CLAIMED BY SIGNER:

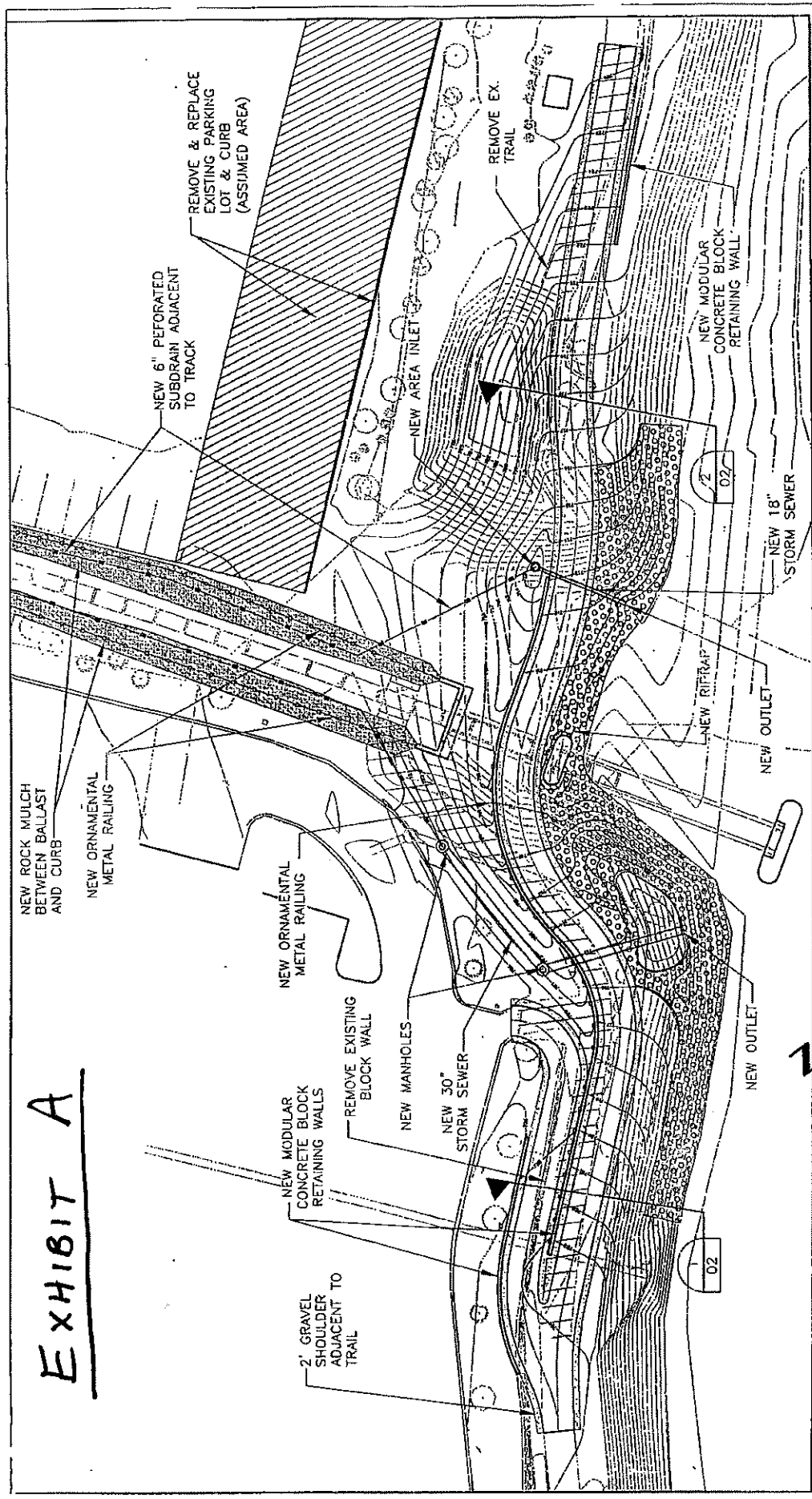
 INDIVIDUAL
X CORPORATE
Titles of Corporate Officer(s):

 Corporate Seal is affixed
 No Corporate Seal procured
 PARTNERSHIP: Limited Gen'l
 ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or
 CONSERVATOR(s)
 OTHER:

SIGNER IS REPRESENTING:

Names of entity(ies) or person(s)

EXHIBIT A



LEGEND

TRAIL REMOVAL

5" PCC TRAIL

SCALE: 1" = 30'

HDR

PROJECT TITLE
GRANDIC BRIDGE REPLACEMENT TRAIL

SHEET TITLE
PREFERRED OPTION - CONCEPTUAL PLAN

PROJECT NUMBER 87977	REFERENCE SHEET	REFERENCE DOCUMENT
PROJECT MANAGER	EXHIBIT NUMBER	
DATE 06-05-2009	Figure 1 of 2	